Concluding consumer distance contracts is becoming increasingly important for the civil turnover, and the measures imposed to prevent the spread of the COVID-19 disease have led to a dramatic increase in such sales when it comes to food and nutritional supplements, as well as many other goods, for example fitness equipment to work out at home. For other kinds of distance contracts, the imposed measures have caused serious issues or even made them impossible to perform – for example organized tour contracts.

For the moment no amendments to Bulgarian legislation have been planned that directly impact the rules for concluding and performing distance contracts – with the exception of Art. 6 of the Measures and Actions during the State of Emergency Declared with a Decision of the National Assembly from 13 March 2020 Act. According to this provision, obligations under contracts between private persons, including distance contracts, may not be performed and no interest or penalties would be due, and neither would the contract be cancelled. This provision should not affect the right of the consumer in the case of a concluded distance contract to withdraw from the contract, but the trader will be able to delay the return of the paid price until the state of emergency is lifted.

Due to these ambiguities, the discussed and passed at second reading amendments in the law – which are yet to be promulgated in the State Gazette – envision that the no-sanctions rule is applicable only in cases of late payment on credit agreements and other forms of financing. These amendments provide clarity that if a distance contract has been concluded, the obligations stemming from it should be performed regardless of the state of emergency.

The declared state of emergency may nevertheless cause problems with distance contracts – for example with delivery delays or when exercising the right of withdrawal from made purchases. In these cases it is particularly important for the consumers to be informed about their rights concerning distance contracts.

The trader who provides the goods should for example avail themselves of the opportunities presented by the Commercial Code and indicate clearly that the offers published by him are for a defined number of goods. This way when the stock runs out, the consumers will not be able to claim compensation because they have, for example, purchased the goods from another trader at a higher price. It should be explicitly stated that in case of delivery

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restrictions, the trader is not responsible – but this does not relieve him of the obligation to return the price paid if the delivery is not made.

Traders should also take advantage of the cases where the Consumer Protection Act does not allow consumers to withdraw from distance contracts, for example in cases of food delivery. This type of delivery are subject to rapid deterioration of quality and the consumer does not have the right to return the goods to the trader.

Additional problems arise when the trader is using an e-commerce platform – then the organizer of the platform is obliged to correctly provide information about the trader to the consumer. It should be explicitly stated that the consumer should direct all his inquiries to the trader – as well as to ask the trader for reimbursement of the price paid upon withdrawal, respectively to exercise his rights under the commercial guarantee or for defects in the goods delivered, for example. If this information is not properly provided in its entirety by the platform, consumers could also seek damages from the platform organizer.

All of these issues can be resolved with the general terms and conditions of the trader or the e-commerce platform, subject to the requirements of the Consumer Protection Act when concluding distance contracts. However, these general terms and conditions should always be appropriate to the nature of the goods or services provided and appropriate to the organization in place for providing them.

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